Exhibit 7 (Unsealed) (Previously Filed Under Seal as Dkt. 434)

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1	CONFIDENTIAL - ATTORNEYS' EYES ONLY						
2	UNITED STATES DISTRICT COURT						
3	DISTRICT OF MINNESOTA						
4	TATE TOWN CORPORATION						
5	FAIR ISAAC CORPORATION,						
6	Plaintiff, v. Court File No. 16-cv-1054 (WMW/DTS)						
7	FEDERAL INSURANCE COMPANY						
8	and ACE AMERICAN INSURANCE COMPANY,						
	Defendants.						
10	x						
11							
12	***CONFIDENTIAL - ATTORNEYS' EYES ONLY***						
13	VIDEOTAPED DEPOSITION OF RUSSELL SCHREIBER						
14	New York, New York						
15	Wednesday, October 24, 2018						
16	8:52 a.m.						
17							
18							
19							
20							
21							
22	Reported by: LYNN VAN DEN HENDE						
23	CRR, RMR, RPR, CSR-NY, CSR-CA, CSR-IL JOB NO: 39215						
24	EXHIBIT						
25	7						

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Russell Schreiber - CONFIDENTIAL - ATTORNEYS' EYES ONLY - 10/24/2018

Fair Isaac Corporation vs. Federal Insurance Company, et al.

	Fair Isaac Corporation vs. Fed	era	I Insurance Company, et al.
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	Q. And what was the working	2	Q. Okay. And so
3	relationship between you two?	3	A. And then after lan left, then Mike
4	A. So Mike initially was a I don't	4	became client partner for Chubb.
5	remember what the title was, but he was	5	Q. And so whoever was acting as
6	basically a sales not a sales but a	6	client partner for Chubb, Ian and then Mike,
7	customer service person. I should I	7	would have reported to you?
8	should remember the title though.	8	A. That's correct.
9	But his job was to work with	9	Q. And would you characterize that
10	clients in my sector and make sure that we	10	working relationship as a close working
11	were delivering on the value that we said,		relationship?
12	that we would take if there were support	12	A. I don't know how I would it was
13	problems that weren't getting answered from	13	a good working relationship.
14	the different product lines, he'd be kind of	14	I don't know what "close" means.
15	the catchall guy to make sure that that	1	I don't know you're looking for.
16	FICO didn't drop the ball.	16	Q. Did you interact with Mike when he
17	Where maybe if they had a like	17	
18	a newer product, if they had another product	18	Chubb, every week?
19	and the product team wasn't being responsive	19	A. No, no. But we spoke weekly on
20	to support requests, they'd call you know,	20	everything that he was responsible for.
	(I P / 11/ H 889 A 1889	21	And Chubb sometimes wouldn't be a
	would help chase down internal, internal	22	topic for maybe months on end.
	stuff.	23	Q. Was Chubb one of the bigger
24	So he was initially a customer	24	accounts that you and Mike had responsibility
25	support person. And then	25	for?
	Page 120	-	Page 122
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	
2	Q. And yeah, go ahead.	2	A. No.
3	A. And then over the years he was	3	I don't know how you mean
4	eventually promoted to client partner. And	4	"bigger." So why don't you tell me what you
5	he became responsible for a territory.	5	, 55
6	Q. Do you recall when he became	6	Q. Okay. Would you say it was in the
7	client partner for Chubb?	7	top 10 percent in terms of size of accounts?
8	A. No.	8	A. So again, what do you mean? Size
9	But it would have been I do	9	by what measure?
10	not. But '12, 2012 maybe, '14, like that.	10	Q. The amount of revenue that the
11	Q. And when he stepped into the role	11	
12		12	·
13	you, is that right?	13	,
14	A. Ultimately, yes.	14	A. So Chubb had it was spiky.
15	There was a person before Mike	15	So we had initial sales. Then we
16	though. You have lan Brodie in there, right?	16	had some services. Then we didn't do much
17	Q. Okay.	17	for a while. Then we did a lot.
18	A. I guess you don't.	18	And then it was up then down over
19	Q. Ian Brodie was the client partner	19	time as the ebb and flow, their business
20	for Chubb?	20	needs ebbed and flowed.
21	A. Right. So when I got promoted to	21	Q. How would you compare the amount
22	take over the to be responsible for the	22	of revenue that FICO generated from Chubb
23	United States, lan became the client partner	23	over the ten-year period that FICO did
24	for Chubb.	24	business with Chubb?
25	And that was two-plus years or so.	25	A. Perfectly fine.

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	Fair Isaac Corporation vs. Fed	CI a	ii insulance Company, et al.
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	Q. Fine, middle of the road?	2	the annual report.
3	A. I wouldn't put it I wouldn't	3	A. Okay.
4	put it in a bucket. I just don't know.	4	Q. Do you recall what this meeting
5	Q. Okay.	5	was being called about?
6	A. The thing that was great about	6	A. I do not.
7	Chubb was we had a great relationship. They	7	Q. If you take a look at page 26 and
8	could count on us. If I need a reference, we	8	27
9	could count on them.	9	A. Yep.
10	We had a great history together.	10	Q do you recall what it is that
11	Q. But they were not viewed by you or	11	he was finding significant in those pages?
12	anyone else at FICO as one of the bigger	12	A. No.
13	clients?	13	Q. Was the annual report something
14	A. As a big revenue generator year	14	that you had reviewed at times in the past?
15	over year over year, no.	15	A. I would have. It's conceivable I
16	But certainly as a name brand and	16	would have, sure.
17	a great client who we had a great track	17	Know your customer, right?
18	record with.	18	Q. If you look at page 27, which is
19	Q. Showing you what's been marked as	19	one of the pages that he pointed you to
20	Exhibit 115.	20	A. Yep.
21	(Exhibit 115, Email dated	21	Q you see there that the net
22	11/14/2008, with attachment, Bates	22	
23	FICO0002101 through FICO0002273, marked	23	correct?
24	for identification.)	24	A. Right.
25	A. Okay.	25	
	Page 124		Page 126
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	
2	Q. Take a look at that. And let me		that is for essentially the Chubb groups
3	know when you're ready.		of the Chubb group of companies that are
4	(Document review.)		
5	A. Oh, John Finnegan, wow. I forgot	5	A. I don't know. I'm on page 27. I
6	about these guys.	6	
7	<u> </u>		don't know.
	Okay. So this looks to me you're	7	Do you want me to read the annual
8			Do you want me to read the annual
9	trying to give me the license agreements that		Do you want me to read the annual report and tell you what my interpretation
		8	Do you want me to read the annual report and tell you what my interpretation is?
9	trying to give me the license agreements that we've already looked at in 110, plus an	8 9 10	Do you want me to read the annual report and tell you what my interpretation is?
9 10 11	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes.	8 9 10 11	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that.
9 10 11 12	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay.	8 9 10 11 12	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd
9 10 11 12 13	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included	8 9 10 11 12 13	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be
9 10 11 12 13 14	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115.	8 9 10 11 12 13	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the
9 10 11 12 13 14 15	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay?	8 9 10 11 12 13 14 15	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past?
9 10 11 12 13 14 15 16	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep.	8 9 10 11 12 13 14 15	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right.
9 10 11 12 13 14 15 16	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike	8 9 10 11 12 13 14 15 16 17	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is
9 10 11 12 13 14 15 16 17	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line	8 9 10 11 12 13 14 15 16 17 18	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual
9 10 11 12 13 14 15 16 17 18	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:"	8 9 10 11 12 13 14 15 16 17 18	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report.
9 10 11 12 13 14 15 16 17 18 19 20	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The	8 9 10 11 12 13 14 15 16 17 18 19 20	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand.
9 10 11 12 13 14 15 16 17 18 19 20 21	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The first three are the SLSA and subsequent	8 9 10 11 12 13 14 15 16 17 18 19 20 21	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand. All right. So let's take a look
9 10 11 12 13 14 15 16 17 18 19 20 21	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The first three are the SLSA and subsequent expansion amendments. The fourth is their	8 9 10 11 12 13 14 15 16 17 18 19 20 21	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand. All right. So let's take a look at the document that was previously marked as
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The first three are the SLSA and subsequent expansion amendments. The fourth is their 2007 annual report."	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand. All right. So let's take a look at the document that was previously marked as Exhibit 73.
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The first three are the SLSA and subsequent expansion amendments. The fourth is their 2007 annual report." A. Right.	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand. All right. So let's take a look at the document that was previously marked as Exhibit 73. A. 73?
9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	trying to give me the license agreements that we've already looked at in 110, plus an annual report from '07? Q. Yes. A. Okay. Q. That's what I believe is included in Exhibit 115. MR. HINDERAKER: Are you okay? A. Okay. Yep. Q. Okay. And on the first page Mike Sawyer states to you, with the subject line "Chubb:" "Russ - I've attached 4 PDFs. The first three are the SLSA and subsequent expansion amendments. The fourth is their 2007 annual report."	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Do you want me to read the annual report and tell you what my interpretation is? Q. Well, presumably you could do that. A. I could. If you want me to, I'd be Q. And you've had experience with the annual report in the past? A. Right. But I don't know what this is referring to without reading the annual report. Q. Sure. I understand. All right. So let's take a look at the document that was previously marked as Exhibit 73. A. 73?

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	Fair Isaac Corporation vs. Fed	era	
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	global license."	2	distinct from the sector guys.
3	Do you see that?	3	Q. Okay. Well, Larry and Russ were
4	A. I see that, yeah.	4	working
5	Q. Okay. So does this refresh your	5	A. Were working together, right.
6	recollection that in November of 2018 you	6	Q. Yes.
7	were asked to determine whether the Chubb ELA	7	And his position is the corporate
8	was a global ELA?	8	ELA was intended to include the global
9	A. Oh, no, it does not.	9	license?
10	Q. Okay.	10	A. That's Larry's position.
11	A. But I could have been asked that	11	Q. Okay. And so at this point then
12	every year, every other year for five years.	12	did you conclude that Chubb had in fact
13	This would have just one of the	13	purchased a global ELA for Blaze?
14	many times I was asked that.	14	A. I don't I don't know.
15	Q. Okay.	15	I would be surprised if I did.
16	A. Okay.	16	But maybe I did and then found did the
17	Q. Is it a fair assumption from what	17	rest of the research and found that was
18	we've looked at from Exhibits 115, 73, and	18	wrong. I don't know.
19	116 that are all in mid to late November	19	Q. Okay. So it's possible
20	2008, fair to conclude from those that you	20	A. But Larry believes it for sure.
21	and your internal FICO team were doing an	21	Q. Larry believed it?
22	analysis of whether the ELA was a global ELA?	22	A. Russ would have to be convinced.
23	A. I want to say, yes.	23	I don't believe it.
24	The reason I can't I feel like	24	Q. Okay. It's possible though that
25	I can't say yes is I haven't seen a lawyer on	25	in November of 2008 after doing the analysis
	Page 132		Page 134
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	here, 'cause it would have went to a lawyer	2	that you did in November of 2008 with your
3	for the ultimate answer, plus there's a	3	internal team that you concluded it was in
4	contract.	4	fact a global ELA?
5	Q. Okay. But in terms of at least	5	MR. HINDERAKER: Objection, asks
6	the business discussion	6	for speculation.
7	A. Right.	7	A. So what does that mean? Do I
8	Q is it fair to conclude from	8	answer the question?
9	these documents that you internally were	9	MR. HINDERAKER: Well, she said it
10	discussing with your business folks whether	10	is possible that. And I said I think
11	the ELA was a global ELA?	11	that's asking
12	A. That would be fair. That would be	12	So you can you have to answer
13	a fair conclusion, yes.	13	the question.
14	Q. Okay. And in doing so you had	14	THE WITNESS: Oh.
15	referenced the annual report, Chubb annual	15	MR. HINDERAKER: I'm just raising
16	report?	16	my objection to the question itself.
17	A. Right.	17	THE WITNESS: So I don't have a
18	Q. And you received an email from	18	judge here to say objection overruled
19	Larry Wachs, who was a part of your pursuit	19	and all that stuff?
20	team at the time of the deal, correct?	20	MR. HINDERAKER: No, there's no
21	A. Yeah, I wouldn't describe him that	21	I've lodged my objection to the
22		22	
23	the pursuit team. He was not part of my	23	THE WITNESS: So the question is
24	team.	24	one more time?
25	So the Blaze guys were very	25	BY MS. JANUS:
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			. 390 100

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	Fair Isaac Corporation vs. Fed	era	i insurance Company, et al.
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	Q. You said you couldn't remember.	2	decision was made about what position FICO
3	A. Right.	3	would take with respect to whether the Chubb
4	Q. And so my question my follow-up	4	Blaze ELA was global?
5	question to you was it's possible then that	5	A. Do I recall? No.
6	in November 2008 after going through an	6	Q. As you sit here today, do you
7	internal analysis of the Chubb ELA you	7	believe that FICO made the decision to treat
8	concluded that it was in fact a global ELA?	8	the Chubb Blaze ELA as a global ELA?
9	MR. HINDERAKER: And my objection	9	A. No, 'cause we'd have an
10	is lack of foundation, asks for	10	amendment we'd an Amendment Four that said
11	speculation.	11	it's global. And we don't have that. Or
12	A. But I still answer the question	12	amendment whatever.
13	anyway.	13	Q. Do you believe that FICO
14	MR. HINDERAKER: Yes, the best you	14	allowed knowingly allowed Chubb to use the
15	can.	15	Blaze ELA outside of the United States?
16	A. Okay. So it's I'm sorry, one	16	A. Knowingly allowed how do you
17	more time is it possible that I concluded	17	mean that?
18	that it was a global ELA?	18	Just so I'm wondering, you
19	I'd state that all things are	19	know, before the fact or after the fact kind
20	possible.	20	of. So do we knowingly say, go ahead and use
21	Is it possible in the moment that	21	it?
22	with Larry saying yeah, yeah, yeah, yeah,	22	Q. Yeah.
23	yeah, yeah, I might have said, okay, maybe.	23	A. No.
24	And then I would have done the	24	We might have found out about
25	rest of the work to find out what I really	25	something and said, you know what, don't
	Page 136		Page 138
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	thought.	2	break the relationship. It's a good
3	So it's possible in a moment, in a	3	customer. It's a small use. Let it go for a
4	flash I might have said, okay, maybe you're	4	while till it becomes important.
5	right.	5	Q. Okay. So in your view
6	Q. Okay. Now, presumably these	6	A. But that would have been we'd
7	conversations were taking place because Chubb	7	
1	Europe wanted to use Blaze, right?		not
9	Lurope wanted to use blaze, right?	8	Q. So in your view you don't believe
	A. Or that's one possible	8 9	
10			Q. So in your view you don't believe
10	A. Or that's one possible	9	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike
	A. Or that's one possible that's one possible reason.	9	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that.
11	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO	9 10 11	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever
11	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to	9 10 11 12	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe?
11 12 13	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me,	9 10 11 12 13	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct.
11 12 13 14	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a	9 10 11 12 13 14	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that
11 12 13 14 15	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a time. So what was the question?	9 10 11 12 13 14 15	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that FICO knew that Chubb was using it in Europe
11 12 13 14 15 16	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a time. So what was the question? Q. Or that FICO Europe wanted to sell	9 10 11 12 13 14 15 16 17	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that FICO knew that Chubb was using it in Europe and made a decision not to take steps to stop
11 12 13 14 15 16 17	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a time. So what was the question? Q. Or that FICO Europe wanted to sell Blaze to Chubb Europe, that's another	9 10 11 12 13 14 15 16 17 18	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that FICO knew that Chubb was using it in Europe and made a decision not to take steps to stop Chubb from using it in Europe?
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11 12 13 14 15 16 17 18 19 20 21 22 23 24	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a time. So what was the question? Q. Or that FICO Europe wanted to sell Blaze to Chubb Europe, that's another possibility for the reason for the conversation, correct? A. Correct. Q. Do you recall what precipitated the conversation? A. No.	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that FICO knew that Chubb was using it in Europe and made a decision not to take steps to stop Chubb from using it in Europe? MR. HINDERAKER: I'll object to the form of the question as asking for speculation. A. I'm sorry, so I believed do I believe that they I could have learned that they were using it and said, don't rock
11 12 13 14 15 16 17 18 19 20 21 22 23	A. Or that's one possible that's one possible reason. Q. Okay. Or FICO A sell it to THE COURT REPORTER: Excuse me, excuse me. You need to speak one at a time. So what was the question? Q. Or that FICO Europe wanted to sell Blaze to Chubb Europe, that's another possibility for the reason for the conversation, correct? A. Correct. Q. Do you recall what precipitated the conversation?	9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Q. So in your view you don't believe that Chubb ever said to I'm sorry, strike that. You don't believe that FICO ever said to Chubb, go ahead and use it in Europe? Is that part correct? A. That is correct. Q. But you think it's possible that FICO knew that Chubb was using it in Europe and made a decision not to take steps to stop Chubb from using it in Europe? MR. HINDERAKER: I'll object to the form of the question as asking for speculation. A. I'm sorry, so I believed do I believe that they I could have learned that they were using it and said, don't rock

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Fair Isaac Corporation vs. Fed	erai insurance Company, et al.
1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 their reference, it's a small use, it's not	2 as Exhibit 117.
3 material? It's possible.	3 A. David Taylor.
4 That would be something that	4 Q. After you've had a chance to look
5 would be a decision I would have made, say	5 at this, let me know.
6 don't rock it's not material, if it was a	6 (Document review.)
7 minor use for like a concept idea. But,	7 A. Okay.
8 yeah.	8 Q. All right. So if we start at the
9 Q. Okay. And so in that case in your	9 first in time email, which is on the back
10 mind you were knowingly allowing Chubb to use	10 A. Okay. First in time email.
11 the Blaze software outside of the scope of	11 Q. That's from David Taylor to lan
12 the license?	12 Brodie and you
14 question to the extent it asks for a	14 Q and others?
15 legal conclusion.	Do you think lan Brodie would have
16 Also misstates his prior	16 been the client partner for Chubb at this
17 testimony. You.	17 time?
Can try to answer the question the	18 A. Yes.
19 best you can.	19 Q. Do you know where Ian Brodie is
20 A. I'm sorry, give me the question	20 now?
21 again.	21 A. He's running tattoo removal
Q. In that case you were knowingly	22 parlors in Boston.
23 allowing Chubb to use the Blaze software	You don't get to say that often,
24 outside of the scope of the license?	24 do you? Actually as of two years ago. So I
25 MR. HINDERAKER: Same objections.	25 don't know where he is now.
Page 140	Page 142
1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2 Go ahead.	2 Q. Okay. And did you say he's
3 A. I knowingly I may have known.	3 running them or
4 I don't know that I know that I	4 A. Right.
5 knew that I know, you know.	5 Q. Like he actually works in
6 Q. It's possible you can't recall	6 A. No, he owns he owns a string of
7 whether you knew, but it's possible?	7 laser removals. Apparently a very big
8 A. It's possible	8 business.
9 MR. HINDERAKER: Objection, asks	9 Q. Okay. And in the Boston area?
10 for speculation. Go ahead.	10 A. I believe so, yes.
11 A. It's it's	11 Q. Okay. To your knowledge, he's not
12 MR. HINDERAKER: Anything is	12 in the industry anymore?
13 possible. Go ahead.	13 A. That's right.
14 A. Right. It's certainly possible.	14 Q. Okay. And then David Taylor, who
15 It's possible I knew that they had	15 is that? Have we
16 some small use and didn't hold them to the	16 A. David Taylor would have been an
17 letter of the law for a moment.	17 alliance person.
18 Q. Or the letter of the license?	18 Alliance is between ACN is
19 A. That's what I meant, yeah, letter	19 Accenture.
20 of license, yeah. Or the spirit of the	20 Q. Okay.
21 license, quite frankly.	21 A. All right. So we had business
22 (Exhibit 117, Email dated	22 relationships with Accenture where we would
23 6/3/2009, Bates FICO0003146 through	23 help them, they would help us.
FICO0003147, marked for identification.)	You know, it's an alliance. It's
Q. I'm showing you what's been marked	25 a teaming agreement. So David Taylor and Bob
Page 141	Page 143

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Description Berrint. Co.What line of business is Accenture Description Co.What line of business is Accenture Description A. A. Accenture is — Accenture is in Description Descripti
3 of foundation as to somebody else's 4 in? 5 A. Accenture is – Accenture is in 5 A. Accenture is – Accenture is in 6 the IT services and outsourcing business. 7 They're like an IBM, except they 8 don't do the hardware side, I guess, or — 9 Q. And so when you say that you would 10 have an aillance or beaming agreement with 11 Accenture, what types of things would you be 12 teaming on? 13 them? 25 percent for deals at Chubb on Blaze 14 a Core and a multibillion dollar consulting 15 A. So — so Accenture probably had 16 a – has a multibillion dollar consulting 17 practice to the insurrance industry. 18 So we would want them to 19 understand how our products work in the 10 insurance business and – so that they would 11 include our technologies in in their 12 consulting work. 13 Q. So Accenture would possibly be a 14 company that could assist a FICO client with 15 the client's use of — Page 144 1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber 2 A. That's right. 2 Q. — Blaze or FICO's other software? 3 A. That's right. 4 Q. — Blaze or FICO's other software? 5 D. A. That's right. 5 Q. Okay. It looks like David 6 Taylor's earning agreement with Accenture. 6 Taylor's earning the agreement. 7 And he says: 8 Page 146 1 Convention that they would possibly be a 10 convention that they would possibly be a 11 don't know what "illusory" 12 means, but the guy — I don't know what he's 13 the the charmony of the agreement with Accenture that says 14 Accenture it as sell. 15 Q. Okay. It looks like David 16 Taylor's earning agreement with Accenture that says 16 (Individually the products that he says they get 15 percent of the products that he 17 say for have a solution on Blaze license sales 18 (Individually the products that he 19 say "Chubb' here. I don't know -you know 19 what indicate them to sell the Blaze product 19 worth of the deal of the deal for fees 20 Q. Was he trying to tick Accenture 21 Accenture with respect to the percent of 22 actenting into a lilbusy agreement with 23 Accenture with respect to the percent of
4 intentions. 5 A. Accenture is – Accenture is in 5 A. Accenture is – Accenture is in 5 A. Accenture is – Accenture is in 5 A. They're like an IBM, except they 6 don't do the hardware side, I guess, or – 9 Q. And so when you say that you would 10 have an alliance or teaming agreement with 11 Accenture, what types of things would you be 12 learning on? 13 A. Teaming on? 14 A. Teaming on? 15 A. So – so Accenture probably had 16 a – has a multibillion dollar consulting 17 practice to the insurance industry. 18 So we would want them to 19 understand how our products work in the 19 understand how our products work in the 19 consulting work. 19 C. Oxen, the insurance industry. 19 consulting work. 19 Conspired the insurance industry. 19 consulting work. 19 Conspired the insurance industry. 19 consulting work. 10 Q. Oxen, though the second passibly be a 10 consulting work. 10 Q. Oxen, though the second paragraph he 11 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber 12 A. That's right. 13 Q Blaze or FICO's other software? 14 A. That's right. 15 Q. Oxen, though the second paragraph he 16 describes the terms of the agreement. 17 In the Chubb tearming agreement with Accenture that says 24 Accenture is going to get 25 percent of 25 any Stey get 15 percent on which they don't. 26 Taylor's email to you and others relates to 27 the Chubb tearming agreement with Accenture. 28 And in the second paragraph he 29 describes the terms of the agreement. 29 And he says: 20 Then he says in the bottom: 21 Accenture 25 percent for ICC or policy admining a diven deals at Chubb on Blaze, but we have an existing Blaze at Chubb on Blaze, he had been a support and PS)." 29 Accenture 25 percent for ICC or policy admining a greement with Accenture that says 20 Accenture 35 percent for ICC or policy admining a greement with Accenture that says are provided to the deal for fees and the substance and the
5 A. Accenture is — Accenture is in 6 the IT services and outsourcing business. 7 They're like an IBM, except they 9 don't do the hardware slide, I guess, or — 9 Q. And so when you say that you would 10 have an alliance or teaming agreement with 10 But it sounds to me like what 11 Taylor is saying is, yeah, we've entered into 12 an agreement with 10 But it sounds to me like what 12 Taylor is saying is, yeah, we've entered into 12 an agreement with Accenture for — to pay 13 them 25 percent for deals at Chubb on Blaze 12 Likesming on? 13 them 25 percent for deals at Chubb on Blaze 14 Likesming agreement with 15 Likesming agreement with 16 Likesming agreement with 16 Likesming agreement with 17 Is a stupid paragraph. 18 Likesming agreement with Accenture for the surface that they would 18 Likesming agreement with Accenture would possibly be a 20 company that could assist a FICO client with 25 the client's use of — Page 144 10 CONFIDENTIAL -ATTORNEYS EYES ONLY - Schreiber 2 A. That's right. 2 Co. Okay. It looks like David 5 Taylor's email to you and others relates to 18 And in the second paragraph he 24 Accenture is going to get 25 percent of 18 Likesming agreement with Accenture that says 2 Accenture is going to get 25 percent of 18 Likesming agreement with Accenture in the 18 Likesming agreement in the 18 Likesming agreement wi
16 the IT services and outsourcing business. 27 They're like and lible, except they 38 don't do the hardware side, I guess, or — 39 Q. And so when you say that you would 40 have an alliance or tearning agreement with 41 Accenture, what types of things would you be 42 tearning on? 43 Q. Yeah. 44 A. So — so Accenture probably had 45 a — has a multibillion dollar consulting 46 a — has a multibillion dollar consulting 47 practice to the insurance industry. 48 So we would want them to 49 insurance business and — so that they would 41 include our technologies in — in their 42 consulting work. 43 Q. So Accenture would possibly be a 43 company that could assist a FICO client with 44 for the Artha's right. 45 Q. Okay. It looks like David 46 Taylors email to you and others relates to 47 the Chubb teaming agreement. 48 And in the second paragraph he 49 describes the terms of the agreement. 40 And he says: 41 The agreement states we will pay 42 Accenture 25 percent for ICC or policy admining the foliation and Insurance lates are the says and related to the says: 41 The agreement states we will pay 42 Accenture 25 percent for ICC or policy admining a Chubb on Blaze leaves also a Component for ICC or policy admining a Chubb on Blaze leaves also a Chubb on B
They're like an IBM, except they don't do the hardware side, I guese, or Q. And so when you say that you would have an alliance or teaming agreement with Accenture, what types of things would you be A. Accenture, what types of things would you be A. A Teaming on? A. A Teaming on? A. A Teaming on? A. A Teaming on? A. A So - so Accenture probably had A. So - so Accenture would warn B. J. Accenture would warn the mo B. J. Accenture would warn the mo B. J. Accenture would warn the mo B. J. Accenture would possibly be a company that could assist a FICO client with B. J. Accenture would was accented by the client's use of Page 146 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber A. That's right. A. That's right. C. Okay, It looks like David Taylor's email to you and others relates to Taylor's email to you and others relates to And in the second paragraph he Carried assists. C. Okay, It looks like David The Chubb teaming agreement with Accenture. And in the second paragraph he Carried assists and paragraph he Carried assists. C. Okay, It looks like David The Chubb teaming agreement with Accenture. And in the second paragraph he Carried assists and the says: C. Okay, It looks like David The Chubb teaming agreement with Accenture. And in the second paragraph he Carried assists and the says: C. Okay, It looks like David The Chubb teaming agreement with Accenture. And in the second paragraph he Carried assists and the says: C. Okay, It looks like David The Chubb teaming agreement with Accenture. And in the second paragraph he Carried assists and the says: C. Okay, It looks like David Carried assists and the says in the bottom: C. Okay, It looks like David Carried assists and the bo
8 question. If you don't understand, that's 9 Q. And so when you say that you would 10 have an alliance or teaming agreement with 11 Accenture, what types of things would you be 12 learning on? 13 A. Teaming on? 14 Q. Yesh. 15 A. So – so Accenture probably had 16 a – has a multibillion dollar consulting 16 a – has a multibillion dollar consulting 17 practice to the insurance industry. 18 So we would want them to 19 understand how our products work in the 10 insurance business and – so that they would 10 include our technologies in – in their 11 consulting work. 12 consulting work. 13 Q. So Accenture would possibly be a 14 company that could assist a FICO client with 15 the client's use of – Page 144 16 Taylor's email to you and others relates to 16 Taylor's email to you and others relates to 16 A. That's right. 17 Q. Okay. It looks like David 18 Taylor's email to you and others relates to 19 describes the terms of the agreement. 10 And in the second paragraph he 10 describes the terms of the agreement. 11 And he says: 12 Accenture 25 percent for ICC or policy admin and inventive specifies in leb bottom: 18 What, who – 19 percent for all clients who just happened to 19 percent for all clients who just happened to 19 percent for all clients who just happened to 19 percent for all clients who just happened to 10 and ne says: 11 Taylor's email to you and others relates to 11 Concribe the terms of the agreement. 12 Accenture 25 percent for ICC or policy admin and driven deals at Chubb on Blaze license sales 10 (not including support and PS)." 11 Accenture 25 percent for ICC or policy admin and driven deals at Chubb on Blaze license sales 12 Accenture 25 percent for ICC or policy admin and driven deals at Chubb on Blaze license sales 14 (not including support and PS)." 15 Q. Accenture would be says in the bottom: 16 Yell younderstanding is Chubb has an an accenture would be accenture would be accenture would be accenture would b
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A. Teaming on? A. So - so Accenture probably had A - has a multibillion dollar consulting practice to the insurance industry. But understand how our products work in the insurance business and so that they would consulting work. Consulting wo
A. Teaming on? 4. Q. Yeah. 5. A. So – so Accenture probably had 6. a – has a multibillion dollar consulting 6. a – has a multibillion dollar consulting 7. a – has a multibillion dollar consulting 8. a – has a multibillion dollar consulting 9. a – has a multibillion dollar consulting 10. a – has a multibillion dollar consulting 11. b – A. Right, so I would have said this 12. consulting work. 13. d – mans, but the guy – I don't know what "illusory" 14. d – don't know what "illusory" 15. d – so our fee exposure is null on Blaze. 16. a – has a multibillion dollar consulting 17. d – don't know what "illusory" 18. d – don't know what "illusory" 19. d – don't know what "illusory" 19. d – don't know what "illusory" 10. d – don't know what "illusory" 10. d – don't know what "illusory" 10. d – don't know what the survive the dult of the centure that says 10. d – don't know what the survive the dult of the centure that says 10. d – don't know what the survive the dult of the dult of the centure that says 10. d – don't know what the survive the dult of the dult of the centure that says 10. d – don't know of the dult of the d
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3 license that's limited to the United States, 4 but it's not the right time to enforce that? 5 A. No, but I could have. 6 Q. Okay. You just don't recall? 7 A. That's right. 8 But I wouldn't be I would 9 consider that I might have done that. 10 Q. It's possible? 11 A. Sure, yeah. 12 Q. All right. 13 Q. And Richard Hill is reaching out 14 to you about Chubb. And it says, "Chubb 15 (again)." 16 Does that refresh your 17 recollection that you had had opportunities 18 to deal with Chubb and Europe previous to 19 2012? 10 A. Previous to this email maybe, but, 11 A. Sure, yeah. 12 So Richard would probably have 13 Several conversations about Chubb. 14 Client of mine. 15 They were my first customer. They 16 were a great reference. I liked them and 17 But Chubb, he's talking about	
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7 wanted them to be wildly successful. 17 But Chubb, he's talking about	
.9 might not have been I might not have 19 Q. And one of the meeting planners	
rubbed their noses in it one day. 20 that we looked at from February of 2008	
Q. Showing you what's been previously 21 included Richard Hill, right?	
22 marked as Deposition Exhibit 47. 22 A. I don't know. Is that what it	
Al, you can just ignore my 23 said? I'll trust	
24 highlighting. 24 Q. I think	
MR. HINDERAKER: I can probably 25 A. It may have. I don't know.	
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	- Schreiber
4 THE WITNESS: POC, use, all 4 discuss the Chubb license agreement and plan	
5 right 5 for Chubb Europe? 6 BY MS. JANUS: 6 A. Okav.	
7 Q. Take a look at this exchange. 7 Q. Okay. So presumably in November	
8 MR. HINDERAKER: Maybe I can't. 8 of 2008 you had discussed with Richard Hill	
9 (Document review.) 9 the Chubb license and a plan for Chubb	
A. So here it says he's saying 10 Europe?	
they do have a global, but he's saying he 11 MR. HINDERAKER: Objection to	
12 said they don't have a global. All right. 12 counsel giving testimony.	
.3 (Document review.) 13 MS. JANUS: No, that's not a	
14 A. Okay. 14 proper objection.	
15 Q. Take a look at the second page as 15 I'm asking a question.	
16 Well. MR. HINDERAKER: You know that's	
(Document review.) 17 not a question.	
18 A. Okay. Presumably you did X and Y is not	
Q. All right. Are you with me? a question. That's a statement of	
20 A. I'm with you.	
Q. Okay. So in Exhibit 47 the 21 MS. JANUS: No, it's a proper	
22 earliest email in time is on the second page, 22 question.	
23 and it's an email from Richard Hill to you? 23 I'm allowed to take my deposition,	
24 A. Right. 24 Al.	
Q. Dated August 14, 2012, right? 25 MR. HINDERAKER: You can take it.	
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1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	I've lodged my objection.	2	Yes, I do. Yes, I say that.
3	MS. JANUS: Well, it's not a	3	Q. You do not say, no, no, no,
4	proper objection.	4	Richard, hold on here, you're wrong, go for
5	Keep your objections to within the	5	it, get a Blaze ELA negotiated for Chubb
6	rules, please.	6	Europe?
7	BY MS. JANUS:	7	That is not your response, is it?
8	Q. So presumably in November of 2008	8	A. Right, that is not my response.
9	you had discussed with Richard Hill the Chubb	9	Q. So fair to say in 2012 you
10	license agreement and a plan for Chubb	10	understand that Chubb Europe is using Blaze
11	Europe, is that a fair statement?	11	pursuant to the Chubb ELA, correct?
12	A. Chubb license discussion yes,	12	A. Wrong.
13	that's what it says, exactly what it says,	13	Q. What part of it is wrong?
4	yep.	14	A. Well, they haven't started using
15	Q. Okay, all right. And then in 2012	15	it because they said they were starting
16	Richard Hill emails you	16	interested in using it.
.7	A. Four years later, yep.	17	So that means they haven't used
18	Q and says, "Chubb U.K. have	18	it.
19	started being interested in Blaze (again)"?	19	And I didn't say they have a
20	A. Right. Okay.	20	global ELA or they have a don't have a
21	Q. He talks about who the	21	global ELA.
22	relationship people are in the middle	22	I said, check with Mike Sawyer to
23	paragraph, right, or who they used to be?	23	see what the lay of the land is.
24	A. Right.	24	Q. You do say, "They have a Blaze
25	Q. And then in the third paragraph he	25	ELA."
	Page 172		Page 174
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	says, "Let me know if anything has changed -	2	And you do not say his specific
3	good or bad"	3	question to you is is there anything to sell
4	Are you with me?	4	here.
5	A. Yep.	5	MR. HINDERAKER: Objection,
6	Q "and more importantly whether	6	argumentative, asked and answered.
7	we can actually sell anything new here as I	7	A. That's I asked I would say
	seem to remember their U.S. Blaze license	8	the same thing I said.
9	allowed them the software for free"?	9	Q. And your answer was
10	A. Right.	10	A. That
11	Q. Okay. So Richard Hill is emailing	11	Q you didn't say there was a
12	and the first term of the firs	12	
13	plan for Blaze in Europe	13	A. I didn't say there was or there
14	A. Right.	14	
15	Q and saying, is there anything	15	Q. Okay, so you just didn't
	we can sell in Europe because my recollection	16	A I said you need to check
17	is they get Blaze for free; is that a fair	17	
	characterization of his email?	18	
19	A. That's what Richard says in this	19	Okay, what's the question?
20	email, that's right.	20	Q. So you just didn't answer that
21	Q. Okay. And your response is, "They	21	
	do have a Blaze ELA"?	22	A. I really didn't. I did not. I
23	A. Uh-huh.		said
23	Q. Right?		
	A. I do say, "They have a Blaze ELA."	24	Q. All right. Let's look at the
25		25	first page.
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2	A. All right.	2	Q. Based on your prior testimony	
3	Q. So the first page then, the bottom	3	today it seems to me that you would have, you	
4	of the page has an email from Mike Sawyer to	4	know	
5	Richard Hill, with a copy to you?	5	A. So it's conceivable this is when I	
6	A. Yep.	6	learned they had something running in the	
7	Q. And Mike says:	7	U.K.	
8	"I am the CP for Chubb. They do	8	Q. Okay. So it's conceivable	
9	have a global ELA for Blaze and have an	9	A. That's conceivable that	
10	automated underwriting application running in	10	Q that you learned that they had	
11	the U.K. already."	11	an automated underwriting application running	
12	You see that?	12	in the U.K. already in 2012, right?	
13	A. Yeah, yeah, yeah.	13	A. It's conceivable that I learned	
14	Q. Okay. You're on that email?	14	that this day or whenever I got this email.	
15	A. Yeah, yeah, I see it, yeah.	15	It could have been three weeks later,	
16	Q. Okay. So at that point why didn't	16	whenever I got it.	
17	you say, whoa, whoa, whoa, guys, you got it	17	Q. And you chose not to respond to	
18	all wrong?	18	prevent Chubb in Europe from using Blaze,	
19	A. Well, maybe I didn't read the	19	correct?	
20	email. Maybe I sent it to maybe I picked	20	A. I don't know. It's conceivable.	
21	up the phone and called him.	21	Q. You think you did respond by	
22	I don't know.	22	preventing Chubb in Europe from using Blaze?	
23	Q. Wait a second. They've already	23	MR. HINDERAKER: Objection,	
24	got an automated underwriting application	24	argumentative, also asked and answered.	
25	running in the U.K., and you're telling them	25	MS. JANUS: It's not.	
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1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	
2	there's a global ELA for Blaze.	2	MR. HINDERAKER: Yes, it has.	
3	MR. HINDERAKER: Objection.	3	Go ahead. My objection is there.	
4	A. Where am I saying that?	4	We can move on faster if I lodge	
5	MR. HINDERAKER: That misstates	5	my objection.	
6	the testimony.	6	He's going to answer your question	
7	Q. No, Mr. Sawyer is telling him they	7	as best he can.	
8	have a global ELA for Blaze.	8	MS. JANUS: Well, I'm okay with	
9	And you're on the email?	9	proper objections, Al. I'm okay with	
10	A. Yes, I am.	10	proper objections. It wasn't	
11	Q. Okay. Do you think you did	11	argumentative.	
12	anything in response to this email?	12	I'm entitled to take my	
13	A. I would have picked up the phone.	13	deposition.	
14	Q. Okay. Called called Mike	14	That you're not happy with it	
15	Sawyer?	15	doesn't mean you can issue improper	
16	A. Uh-huh, or Richard or lawyers	16	objections.	
17	or yeah.	17	The rules are the rules.	
18	Q. And do you recall doing anything	18	BY MS. JANUS:	
19	in response to this email?	19	Q. Please answer the question.	
20	A. I didn't recall the email until	20	A. Could you please state it again	
21	you showed it to me. So, no.	21	without	
22	Q. Okay. Well, now that you've seen	22	Q. Yeah. I said you did not take any	
23	it sometimes that refreshes peoples'	23	action in response to Exhibit 47 to prevent	
24	recollections.	24	Chubb in Europe from using Blaze, is that	
25	A. Uh-huh.	25	correct?	
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2	presumably you can make your expanded use?	2	A. That's right. That's what it says
3	MR. HINDERAKER: Objection,	3	right here, right.
4	mischaracterizes the document.	4	And I also agree like you said,
5	Counsel says it's a sentence.	5	right. But "unreasonable" would have
6	It's not.	6	happened before the fact.
7	Counsel's argumentative	7	Q. You said that Chubb had not
8	interpretation of the document.	8	reached out to FICO.
9	MS. JANUS: Improper objections,	9	What language in this provision
10	Al.	10	requires Chubb to reach out to FICO?
11	Go ahead.	11	A. I have this one I'll have to go
12	MR. HINDERAKER: It's improper to	12	back to the whole document, if you want to go
13	be unfair to the witness and	13	through that.
14	mischaracterize the document by	14	But right here, by definition,
15	redrafting it.	15	they had an obligation to tell us before the
16	MS. JANUS: I'm not being unfair.	16	deal closed. By definition, right?
17	I'm asking fair questions and	17	By definition in the event of a
18	trying to create my record.	18	change of control.
19	THE WITNESS: So I think we just	19	Well, what it was like January
20	read it very differently. I do.	20	1 there was a change of control event, so
21	So to me, right now you've got a	21	Q. But do you see anything in I
22	change in ownership, which is a problem.	22	understand you're not looking at the whole
23	If we would have sat together well	23	agreement right now, but do you see anything
24	in advance of the change of ownership	24	in this provision that we're looking at that
25	and said here's some use and I've got	25	requires Chubb to reach out to FICO to obtain
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1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	this much revenue going through it, you	2	consent versus FICO initiating the
3	told me what you were doing beforehand,	3	conversation?
4	we could have managed our way through	4	A. Yeah. So I view I view this as
5	it.	5	an attempt to transfer the agreement without
6	You could have said, oh, if you	6	our without first obtaining some written
7	want to pay no fee, we can create an	7	consent.
8	entity to do that.	8	That's how I view what happened,
9	But by not doing any of those	9	the last bit.
10	things, at that the point, 'cause we had	10	Right here it says:
11	no insight into what the plans were, at	11	"Any attempt to assign or
12	that point and this could happen in	12	transferwithout first obtainingwill be
10		1 2	void and of no force or effect," which means
13	any company, right?	13	
13	any company, right? If you don't tell me what you're		you lost your license that day.
			you lost your license that day. You had no license at that point
14	If you don't tell me what you're	14	You had no license at that point
14 15	If you don't tell me what you're doing, or whoever is at FICO that day,	14	You had no license at that point
14 15 16	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to	14 15 16	You had no license at that point in my mind.
14 15 16 17	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate	14 15 16 17	You had no license at that point in my mind. Q. Now, FICO knew about the
14 15 16 17 18	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something.	14 15 16 17 18	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015,
14 15 16 17 18	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something. That's what "expanded use" means	14 15 16 17 18	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015,
14 15 16 17 18 19	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something. That's what "expanded use" means to me.	14 15 16 17 18 19	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015, right?
14 15 16 17 18 19 20 21	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something. That's what "expanded use" means to me. BY MS. JANUS: Q. You agree that there was an	14 15 16 17 18 19 20 21	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015, right? A. July 1st. Q. Showing you what's been marked
14 15 16 17 18 19 20 21	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something. That's what "expanded use" means to me. BY MS. JANUS:	14 15 16 17 18 19 20 21 22	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015, right? A. July 1st. Q. Showing you what's been marked
14 15 16 17 18 19 20 21 22 23 24	If you don't tell me what you're doing, or whoever is at FICO that day, what's going on, then you've just got to lock it down until we either terminate it or we renegotiate something. That's what "expanded use" means to me. BY MS. JANUS: Q. You agree that there was an obligation on the part of FICO to not	14 15 16 17 18 19 20 21 22 23	You had no license at that point in my mind. Q. Now, FICO knew about the transaction that was scheduled to take place in January of 2016 back in July of 2015, right? A. July 1st. Q. Showing you what's been marked as

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2	(Exhibit 123, Email chain, Bates	2	So that would have been the first
3	FICO0001698 through FICO0001701, marked	3	thing.
4	for identification.)	4	The next bit was literally, you
5	Q. Take a look at this email	5	know, how do we size it.
6	exchange, and let me know	6	So we sized it on a \$12 billion
7	A. 123, there you go.	7	deal. And now it got acquired by a \$23
8	(Document review.)	8	billion entity. So it's now up to a 35
9	A. Okay.	9	billion company.
10	Q. So this is an email exchange	10	So the lack of a defined what is
11	between you and Mike Sawyer	11	"unreasonably withheld" would have caused me
12	A. Yep.	12	to pause.
13	Q in October of 2015, right?	13	Q. Okay, yep.
14	A. Yep.	14	A. But that would been it.
15	Q. The first portion of the email	15	Q. And, by the way so the deal
16	is contains the email we were looking at	16	the enterprise deal was sized on
17	in 122.	17	\$12.3 billion of
18	A. Uh-huh.	18	A. Sounds about right.
19	Q. Your response to Mr. Sawyer's	19	Q premium revenue, right?
20	email on October 7 is:	20	Do you recall whether that
21	"The unreasonably withheld bit has	21	12.3 billion, in terms of sizing the original
22	me a little concerned so it may come down to	22	deal, included Chubb's global revenues?
23	a 'how did we size' the enterprise	23	A. I don't. I don't.
24	discussion"?	24	Q. If it did, do you agree with me
25	A. Yep.	25	that that counts as in favor of an
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1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	Q. So you had some concern about that	2	interpretation of the ELA as being a global
3	language we looked at, that such written	3	ELA?
4	consent will not be unreasonably withheld?	4	MR. HINDERAKER: Objection, asks
5	A. Uh-huh.	5	for a legal conclusion.
6	Q. Yes?	6	A. I'm allowed to answer that, right?
7	A. Yes. I say right here, yes, has	7	Q. Yes, you can answer that.
8	me concerned, yeah.	8	A. Right, so I agree that there's
9	Q. What?	9	some things here that would lend one to think
10	A. I say right here, "unreasonably	10	there's a global, but at the end of the day
11	withheldhas me a little concerned," yes.	11	the agreements rule. And the agreements were
12	Q. And that's because you understood	12	not a global.
13	that FICO had an obligation to not	13	Q. And you're we're going to look
14	unreasonably withhold its consent, correct?	14	at the language of the agreement, but I take
15	A. Yeah, there were two things that	15	it what you're referring to is some language
16	had me worried about this.	16	in the actual agreement?
17	And, again, this is like in modern	17	A. Right, in the Exhibits 110 110
18	days. So I kind of remember this one. It's	18	it was, right? It had the original agreement
19	kind of nice.	19	and then Amendment One, Amendment Two, right.
20	There were two things.	20	Q. Okay. All right. Then Mike
21	One, that "unreasonably withheld"	21	Sawyer responds to you and says, "I am not as
22	is not a defined term.	22	concerned about it."
23	So in a contract, if I have a term	23	He talks about this size in
24	like that, it's not defined, then I kind	24	revenue issue that you pointed out.
25	of I get antsy.	25	And he says, "Our pricing model is
	Page 273		Page 275
	1 age 275		1 age 273

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1 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber 2 based on' - sit hat gross written premium, 3 'GWP'? 4 A. Yes, it is. 5 O. So I would think that tripling 5 the size of GWP by acquisition should be 6 the size of GWP by acquisition should be 7 significant. 7 A. Did I say May? 8 Kant then you respond. Tis the 9 Icenses specifically tied to GWP? 10 Does your question indicate that 11 you think the argument would be stronger to 12 Icenses specifically tied to GWP? 13 Icenses specifically tied to GWP? 14 A. I have not seen it in our - I 15 the contract. Does it say based on GWP, you 16 know. It was a simple question. 17 A. Would the singlificance of 18 that have been to you? 18 A. That would the significance of 19 A. Then It would have been clear. It 20 Would be helpfulf if it was clearly stated, the same way 21 the definition of "unreasonably withheld" 22 would be helpfulf if it was clearly stated, the same way 23 the definition of "unreasonably withheld" 24 would be sole flourly stated, the same way 25 the definition of "unreasonably withheld" 26 would be sole flourly if it was clearly stated. 27 CONTIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber 28 A. Then and specifically ided to GWP? 29 made that less clear for you? 20 That would have been clearly stated. 21 CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber 22 A. It meant it just wasn't documented 23 Do you see that? 24 Convertial wasn't documented 25 In the - seo 1 on eless pice of fact that 26 Convertial wasn't documented 27 first page of Exhibit 123 Sawyer says, "Do 39 you have an off specifically ided to GWP? 30 Do you see that? 40 Convertial wasn't documented 41 India, one less - one less fact I had in 42 Would be contact wasn't documented 43 Do you see that? 41 A. I have that see dear for you? 42 The strain of your see and the bottom of the 43 India one less - one less fact I had in 44 India one less - one less fact I had in 45 Would be contact wasn't documented 46 I had, one less - one less fact I had in 47 India one less - one less fact I had in 48 India o		Fair Isaac Corporation vs. Federal Insurance Company, et al.					
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	24	A. So I believe, as I said in my	24	so maybe three laptops ago, right.			
Page 277 Page 279	25	response, I could dig up the proposal, which	25	'Cause I when I left in '08, I			
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	Fair Isaac Corporation vs. Fed	era	I Insurance Company, et al.
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	might have I left in '07, I might have	2	A. I don't. But I know by December I
3	lost it on that laptop, 'cause I turned in	3	was really the alarm signals were were
4	the laptop actually I had a hiatus, right,	4	blaring.
5	yeah.	5	So it might have been December
6	Q. So would it be on though like a	6	before we actually made contact with
7	server or	7	somebody.
8	A. It's possible. I don't know.	8	Q. And during this time you know,
9	Like wherever they backed up my		we looked at October 2015, November 2015,
10	server in 2006, right?	10	September 2015 it was business as usual
11	Q. Okay.	11	between Chubb and FICO?
12	A. And I just don't know.	12	A. We weren't really doing anything
13	If they didn't give it to you,	13	though. We weren't
14	then I'm sure they don't have it or it's	14	Q. You were doing quite a bit, I
15	confidential, so	15	think, weren't you?
	Q. Did we already talk about where		You were doing Chubb app studio,
16	Larry Wachs is?	16	professional services scoping.
		17	
18	A. We talked and I haven't I don't	18	There have been voluminous emails
19	know, yeah.	19	provided in the lawsuit relating to work that
20	Q. Okay. But he was based in New York as well?	20	FICO was doing with Chubb.
21		21	MR. HINDERAKER: That's counsel's
22	A. Right.	22	representation.
23	Q. Okay. Okay, and then Mike Sawyer	23	A. I don't remember us doing work
24	gets back to you finally and says, "I don't	24	with FICO with Chubb the second half of
25	see anything on gross written premium in the	25	calendar year '15, or even actually at all in
	Page 280		Page 282
1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber	1	CONFIDENTIAL - ATTORNEYS' EYES ONLY - Schreiber
2	agreements," right?	2	calendar year '15.
3	A. Right, right, which we saw	3	So we could have been doing little
4	already, yes.	4	bits, but we certainly were not having the
5	Q. Do you recall then what happened	5	interactions we had three years before that.
6	after this exchange in October of 2015?	6	Q. Here's an example of some of the
7	A. So I can tell you I was becoming	7	things that were being talked about, Exhibit
8	less and less comfortable that we had not	8	124.
9	heard from Chubb about this.	9	(Exhibit 124, Email dated October
10	Because I would have thought	10	7, 2015, Bates FICO0002507 through
11	you know, before I was at FICO I was a I	11	FICO0002508, marked for identification.)
12	was a consulting partner. And we would	12	(Document review.)
13	these kind of situations, we make sure we	13	A. Okay.
14	reach out to the vendors. There's a whole	14	Q. Does that refresh your
15	sourcing strategy.	15	recollection that there was activity
16	I was really becoming	16	happening with Chubb during this time?
17	uncomfortable that no one had reached out to	17	A. This is something that one, it
18	us as one of the vendors that a contract	18	was a sales pitch. This is something that
19	needed to be resolved, which should have been	19	was not acquired.
20	on someone's list and worked through.	20	It was a sales pitch to Henry, who
21	So at that point the fact that we	21	was pretty far down in the food chain, to buy
22	hadn't been contacted, I started pushing Mike	22	a little piece of software, a very specific
23	to contact them.	23	and narrow use. So this would be consistent.
24	Q. Okay. Do you recall when that	24	And they didn't buy it.
	was?	25	So Henry asked for a price. We
23		25	
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